

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

1700 East Golf Road
Schaumburg, Illinois 60173-5860



Direct Dial: (708) 995-6819
Facsimile: (708) 995-6846

PLEASE STAMP AND RETURN TO SANTA FE

0100478016

VIA FEDERAL EXPRESS

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

January 5, 1995

8178-0

JAN 9 1995 -2 02 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

JAN 9 2 02 PM '95

RECEIVED
OFFICE OF THE
SECRETARY

Re: Termination and Release dated February 1, 1991
The Atchison, Topeka and Santa Fe Railway Company
Equipment Trust Agreement Series K dated January 1, 1976

Dear Mr. Strickland:

Enclosed herewith please find an original and five (5) counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination and Release dated as of February 1, 1991, a secondary document. The primary document to which this document is connected is The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series K, dated January 1, 1976, as supplemented, which is recorded under Recordation No. 8178.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

The equipment covered by Equipment Trust Agreement, Series K, is described on Schedule A attached hereto and made a part hereof.

For the convenience of the parties, I have enclosed five (5) additional counterparts of the Termination and Release, Series K, which I would like to have returned to me bearing the recordation information. In addition, please find a pre-addressed, stamped envelope for the convenience of returning the counterparts to Santa Fe.

Enclosed please find Check No. 4299, dated January 5, 1995 for the amount of \$21.00 for payment of the Commission's prescribed recordation fee.

A short summary of the enclosed document to appear in the Commission's Index is:

Termination and Release, dated as of February 1, 1991 which terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series K, dated as of January 1, 1976, and provides for, and by appended Bill of Sale effects, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,



Craig N. Smetko
General Attorney

CNS/lis

Enclosures

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Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

1/9/95

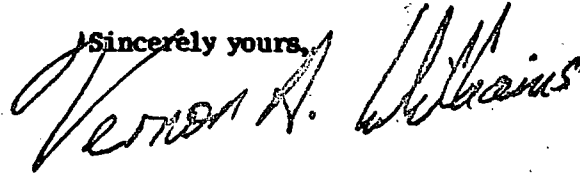
Craig M. Smetko
General Attorney
The Atchison, Topeka And Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/9/95 at 2:05PM, and assigned recordation number(s). 8178-O, 8662-H and 14711-E.

Sincerely yours,



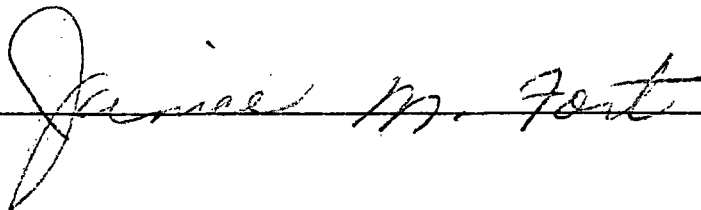
Vernon A. Williams
Secretary

Enclosure(s)

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\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDED 8178-0
EQUIPMENT TRUST, SERIES K
DATED JANUARY 1, 1976

JAN 9 1995 - 2 11 PM

Termination and Release

This AGREEMENT is made and entered into as of this 1st day of February, 1991, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series K, dated as of January 1, 1976, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about February 1, 1991, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or

any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after February 1, 1997 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of February 1, 1991 except as to such terms and provisions thereof for which continuation after February 1, 1991 is necessary to give effect thereto.

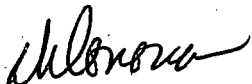
5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of February 1, 1991, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security

interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.


ATTEST


Assistant Secretary

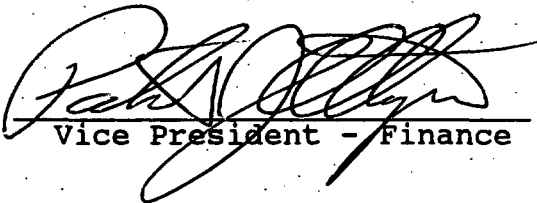
THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid


Vice President

ATTEST

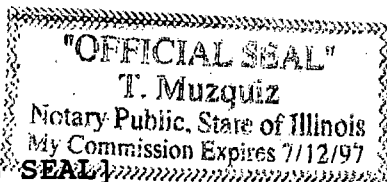

Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By 
Vice President - Finance

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 6th day of December, 1994, before me personally appeared J. Bartolini, to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

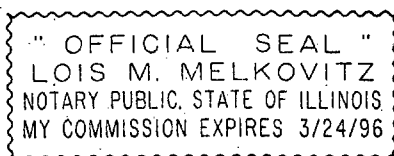


[NOTARIAL SEAL]

T. Muzquiz
Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 29 day of NOVEMBER, 1994, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Lois M. Melkovitz
Notary Public

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**EQUIPMENT TRUST, SERIES K,
Dated January 1, 1976**

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
30	77-ton Air Dump Gondola Cars with roller bearing trucks (Class Ga-193); DIFCO, Inc., Builder; Nos. 186200 to 186229, both inclusive	\$42,500	\$1,275,000
147	65' High Side Gondola Cars with roller bearing trucks (Class Ga-192); Santa Fe Rail Equipment Company, Builder; Nos. 169000-169017, 169019-169096, 169098-169105, 169107-169149, all inclusive	\$33,500	\$4,924,500
98	50'6" High Cube Box Cars with lading anchors, cushion under-frame and roller bearing trucks (Class Bx-181); Berwick Forge and Fabricating Division of Whittaker Corp., Builder, Nos. 45685-45696, 45698-45776, 45778-45784, all inclusive	\$34,100	\$3,341,800
217	100-ton Triple Cross Hopper Cars with roller bearing trucks (Class Ga-189); Santa Fe Rail Equipment Company, Builder; Nos. 179079-179123, 179125-179145, 179147-179241, 179243-179270, 179272-179299, all inclusive	\$37,000	\$8,029,000
100	68' Flat Cars with roller bearing trucks (Class Ft-88); Thrall Car Manufacturing Company, Builder; Nos. 94600 to 94699, both inclusive	\$41,000	\$4,100,000
50	50' Flat Cars with covers for coil steel service and roller bearing trucks (Class Ft-89); United States Railway Equipment Company, Builder; Nos. 91930 to 91979, both inclusive	\$36,000	\$1,800,000

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u> <u>Per Unit</u>	<u>Total</u>
350	Cross Hopper Cars with roller bearing trucks (Class Ga-195); Greenville Steel Car Company, Builder; Nos. 179300-179315, 179317-179324, 179326, 179328-179353, 179355-179366, 179368-179374, 179376-179398, 179401-179417, 179419-179431, 179433-179446, 179448, 179450-179463, 179465-179478, 179480-179495, 179498-179506, 179508-179519, 179522, 179523, 179525, 179527, 179528, 179530-179542, 179544, 179546-179558, 179560-179565, 179567-179579, 179582-179584, 179586-179588, 179590-179594, 179598-179601, 179604, 179606, 179609-179612, 179615-179620, 179622-179638, 179640, 179642-179645, 179647-179656, 179658-179674, 179676-179683, 179685, 179687, 179689-179693, 179696-179699, all inclusive	\$25,140	\$8,799,000
347	65' High Side Gondola Cars with roller bearing trucks (Class Ga-196); Greenville Steel Car Company, Builder; Nos. 169150-169251, 169253-169388, 169390-169392, 169394-169499, all inclusive	\$28,000	\$9,716,000
50	4180 cu. ft. Airslide Covered Hopper Cars with roller bearing trucks (Class Ga-197); General American Transportation Corporation, Builder; Nos. 310580 to 310629, both inclusive	\$41,100	\$2,055,000
191	50'6" 100-ton Box Cars with belt rails, lading anchors, cushion underframe and roller bearing trucks (Class Bx-190); Berwick Forge and Fabricating Division of Whittaker Corp., Builder, Nos. 15634-15640, 15764-15777, 501700-501708, 501710-501718, 501720-501729,		

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u> <u>Per Unit</u> <u>Total</u>
	501731, 501733-501738, 501740-501744, 501746-501750, 501753-501754, 501757-501760, 501762-501788, 501790-501801, 501804-501811, 501814-501843, 501846-501881, 501883-501887, 501889-501891, 501899, all inclusive	\$33,000 \$6,303,000
140	61' 100-ton Insulated Box Cars with roller bearing trucks (Class Bx-184); Pacific Car and Foundry Company, Builder; Nos. 622101, 622104, 622109, 622113-622116, 622120-622122, 622125, 622127, 622128, 622130, 622133-622135, 622139, 622141-622142, 622145, 622147-622148, 622150-622151, 622153-622154, 622156-622158, 622163, 622166, 622168, 622170-622172, 622175-622177, 622181-622184, 622186-622190, 622192-622193, 622196-622203, 622206-622224, 622226, 622228-622230, 622232-622249, 625432-625476, all inclusive	\$50,500 \$7,070,000
17	89'4" Enclosed Tri-Level Auto Rack Cars (Class Ft-90); Whitehead + Kales Company, Builder; Nos. 700167-700172, 700174-700184	\$57,000 \$969,000
6	50-ton Cabooses with roller bearing trucks and cushion underframe (Class Ce-8); International Car Company, Builder; Nos. 999732 to 999737, both inclusive	\$51,073 \$306,438
25	26,000 Gallon 100-ton Roller Bearing Tank Cars; Trinity Industries, Inc., Builder; Nos. 98700 to 98724, both inclusive	\$55,900 \$1,397,500

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u> <u>Per Unit</u> <u>Total</u>
3	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufactur- ing Company, Builder; Nos. 1922 to 1924, both inclusive	\$35,072 \$105,216
1	Enclosed Tri-Level Auto Rack (TL-11), Thrall Car Manufactur- ing Company, Builder; No. 2039	\$35,433 \$35,433
7	Enclosed Tri-Level Auto Racks (TL-12), Thrall Car Manufactur- ing Company, Builder; Nos. 2066 to 2072, both inclusive	\$32,230 \$225,610
1	52' 6" 100-Ton, Solid Bottom, 4' Side Gondola Car; Pittsburgh and Lake Erie Railroad; No. 68111	\$18,000 \$18,000
1	Fully Enclosed Tri-Level Auto Rack (TL-13), Thrall Car Manufacturing Company, Builder; No. 2343	\$32,675 \$32,675
2	Enclosed Bi-Level Auto Racks with End Doors (BL-8), Nos. 2384 and 2392	\$24,965 \$49,930
3	89'4" Enclosed Bi-Level Auto Racks, Thrall Car Manufacturing Company, Builder; Nos. 2558 to 2560, both inclusive	\$26,330 <u>\$78,990</u>
<hr/> 1,786	Total Units	<u>\$60,632,092</u>

Revised
6/28/90

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series K dated as of January 1, 1976 (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized and its corporate seal to be hereunto affixed as of this 1st day of February, 1991.

THE HARRIS TRUST AND SAVINGS BANK
as Trustee, as aforesaid

ATTEST


Assistant Secretary


Vice President

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